

<i>SERFF Tracking Number:</i>	<i>UNTD-125941519</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United of Omaha Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41091</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A08G Group Annuities - Unallocated</i>	<i>Sub-TOI:</i>	<i>A08G.002 GIC</i>
<i>Product Name:</i>	<i>SDGA Group Annuity Contract, Endorsement & App</i>		
<i>Project Name/Number:</i>	<i>Equalizer/104-GAQC-08</i>		

Filing at a Glance

Company: United of Omaha Life Insurance Company

Product Name: SDGA Group Annuity Contract, SERFF Tr Num: UNTD-125941519 State: ArkansasLH

Endorsement & App

TOI: A08G Group Annuities - Unallocated

SERFF Status: Closed

State Tr Num: 41091

Sub-TOI: A08G.002 GIC

Co Tr Num:

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Phyllis Gunter, Jake

Disposition Date: 12/19/2008

Curtiss, Lisa Lehan, Amy

Lawrenson, Shannon Taylor

Date Submitted: 12/11/2008

Disposition Status: Approved

Implementation Date Requested: 12/19/2008

Implementation Date:

State Filing Description:

General Information

Project Name: Equalizer

Status of Filing in Domicile: Authorized

Project Number: 104-GAQC-08

Date Approved in Domicile: 12/04/2008

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 12/19/2008

State Status Changed: 12/19/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

December 11, 2008

NAIC ID No. 261-69868

NE ID No. 76860

SERFF Tracking Number: *UNTD-125941519* *State:* *Arkansas*
Filing Company: *United of Omaha Life Insurance Company* *State Tracking Number:* *41091*
Company Tracking Number:
TOI: *A08G Group Annuities - Unallocated* *Sub-TOI:* *A08G.002 GIC*
Product Name: *SDGA Group Annuity Contract, Endorsement & App*
Project Name/Number: *Equalizer/104-GAQC-08*

Re: Form Types: Single Deposit Group Annuity Contract, Endorsement and Application
Form Numbers: Form 104-GAQC-08,
Form 695-GAQC-08, and
Form 105-GAQA-08

Dear Filing Specialist:

Enclosed are United's Single Deposit Group Annuity Contract, Form 104-GAQC-08 ("Contract"), Endorsement, 695-GAQC-08 ("Endorsement"), and Application 105-GAQA-08 ("Application"). This Contract is a variation of United's Form 100-GAQC-96, this Endorsement is a variation of Form 600-GAQC-96, and this Application is a variation of United's Form 100-GAQA-96, all of which were approved by your department on 6/14/96. United will continue to use Forms 100-GAQC-96, 600-GAQC-96 and 100-GAQA-96. The Nebraska Department of Insurance approved these products November 4, 2008.

This Contract will be issued to contractholders in your State when necessitated by investment policies of contractholders. This Contract contains all general provisions governing the basic administration of the contractholder's deposit made to the contract, including the determination of interest earnings, withdrawal payments, and contract termination. This Endorsement states the amount of the deposit, the contract amount, the maturity term, the guaranteed interest rate, and monthly and annual contract reporting.

All variable information is shown by highlighting. This form is in final printed form and may be subject to change regarding paper stock, print style (not font size) and corporate logo. This form does not contain any provisions which we know to be controversial by industry or company standards.

Thank you for considering this product for approval. Your rapid review and response is greatly appreciated. In order to expedite your review process, should you have any questions please contact Amy L. Lawrenson at (402) 351-6927, by fax at (402) 997-1901, via E-mail at amy.lawrenson@mutualofomaha.com, or at the following address:

Amy L. Lawrenson
Compliance Consultant
10 Retirement Plans Division
United of Omaha Insurance Company

SERFF Tracking Number: UNTD-125941519 State: Arkansas
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Mutual of Omaha Plaza
Omaha, Nebraska 68175

Sincerely,

Lisa Lehan
Director, Compliance
Retirement Plans Division

Enclosures

Company and Contact

Filing Contact Information

Amy Lawrenson, Compliance Consultant amy.lawrenson@mutualofomaha.com
Mutual of Omaha (402) 351-6927 [Phone]
Omaha, NE 68175-0001 (402) 997-1901[FAX]

Filing Company Information

United of Omaha Life Insurance Company CoCode: 69868 State of Domicile: Nebraska
S-4, Retirement Plans Division Group Code: 261 Company Type:
Mutual of Omaha Plaza
Omaha, NE 68175 Group Name: State ID Number:
(402) 351-6926 ext. [Phone] FEIN Number: 47-0322111

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

SERFF Tracking Number: *UNTD-125941519* *State:* *Arkansas*
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Product Name: *SDGA Group Annuity Contract, Endorsement & App*
Project Name/Number: *Equalizer/104-GAQC-08*

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United of Omaha Life Insurance Company	\$50.00	12/11/2008	24471195

SERFF Tracking Number: UNTD-125941519 State: Arkansas
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TOI: A08G Group Annuities - Unallocated Sub-TOI: A08G.002 GIC
Product Name: SDGA Group Annuity Contract, Endorsement & App
Project Name/Number: Equalizer/104-GAQC-08

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	12/19/2008	12/19/2008

<i>SERFF Tracking Number:</i>	<i>UNTD-125941519</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>Equalizer/104-GAQC-08</i>		

Disposition

Disposition Date: 12/19/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	UNTD-125941519	State:	Arkansas
Filing Company:	United of Omaha Life Insurance Company	State Tracking Number:	41091
Company Tracking Number:			
TOI:	A08G Group Annuities - Unallocated	Sub-TOI:	A08G.002 GIC
Product Name:	SDGA Group Annuity Contract, Endorsement & App		
Project Name/Number:	Equalizer/104-GAQC-08		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	SDGA Group Annuity Contract		Yes
Form	SDGA Group Annuity Endorsement		Yes
Form	SDGA Group Annuity Application		Yes

SERFF Tracking Number: UNTD-125941519 State: Arkansas

Filing Company: United of Omaha Life Insurance Company State Tracking Number: 41091

Company Tracking Number:

TOI: A08G Group Annuities - Unallocated Sub-TOI: A08G.002 GIC

Product Name: SDGA Group Annuity Contract, Endorsement & App

Project Name/Number: Equalizer/104-GAQC-08

Form Schedule

Lead Form Number: 104-GAQC-08

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	104-GAQC-08	Policy/Contract	SDGA Group Annuity Initial Contract	Initial		0	104-GAQC-08 Contract.pdf
	695-GAQC-08	Certificate	SDGA Group Annuity Initial Certificate	Initial		0	695-GAQC-08 Certificate.pdf
	105-GAQA-08	Application/Enrollment Form	SDGA Group Annuity Initial Application Form	Initial		0	105-GAQA-08 New SDGA App.pdf

United of Omaha Life Insurance Company

A Stock Company

(herein called United)

issues this Nonparticipating Single Deposit Group Annuity Contract to:

MASTER CONTRACT NUMBER #10012

(herein called the Contract) to:

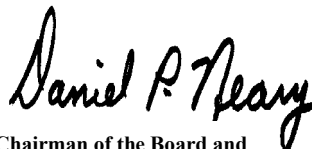
ABC FUND MANAGER AS TRUSTEES OF THE STABLE VALUE FUND

(herein called the Contractholder)

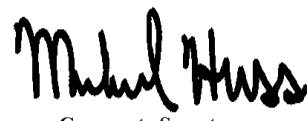
EFFECTIVE DATE: April 1, 2009

This Contract is issued in consideration of the Contractholder's Application and the Deposit received under this Contract on or after the Effective Date shown above. United will make the payments provided for in this Contract in accordance with the provisions on the subsequent pages which are hereby made a part of this Contract.

This Contract shall be governed by and construed in accordance with the laws of the jurisdiction in which it is delivered by United as of the effective date.



Chairman of the Board and
Chief Executive Officer



Corporate Secretary



Mutual of Omaha

UNITED of OMAHA

Form 104-GAQC-08

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ARTICLE I

DEFINITIONS

- 1.01. Annuitant:** A person for whom an annuity has been purchased under this Contract.
- 1.02. Annuity Purchase Withdrawal:** A Withdrawal from the Deposit Account which is used to purchase an annuity from United.
- 1.03. Beneficiary:** The person entitled to receive the death benefit of an annuity purchased under this Contract.
- 1.04. Benefit Responsive Contracts:** Guaranteed investment contracts issued by insurance companies, investment contracts issued by commercial banks, and synthetic investment contracts.
- 1.05. Competing Funds:** Any investment option under the Plan which has 50% (fifty percent) or more of its assets invested in fixed or variable rate income producing securities, such as: money market instruments, U.S. Treasury or other U.S. government securities, corporate debt, mortgage obligations, other fixed rate debt instruments, a bond fund with duration of two and one-half (2 ½) years or less, insurance company or bank investment contracts, other than this Contract, and synthetic investment contracts.
- 1.06. Contract Amount:** The amount specified as the Contract Amount in the Endorsement.
- 1.07. Contractholder Directed Withdrawal:** Any Withdrawal from the Deposit Account prior to the end of the Endorsement Term which does not qualify as a Participant Directed Transfer, an Annuity Purchase Withdrawal, a Plan Benefit Withdrawal, a transfer to a duplicate contract or a Put Option Withdrawal.
- 1.08. Deposit:** The amount specified as the Deposit in the Endorsement.
- 1.09. Deposit Account:** The account established pursuant to the terms of the Endorsement to this Contract which records all activity affecting the Contract Amount throughout the Endorsement Term.
- 1.10. Endorsement:** The Endorsement attached to this Contract specifying the Deposit, the Contract Amount, the Endorsement Term and the Guaranteed Interest Rate.
- 1.11. Endorsement Term:** The time period specified as the Endorsement Term in the Endorsement.
- 1.12. Equity Investment Option:** An investment option of a Plan that provides for the investment of Plan assets in common stocks.

- 1.13. Fixed Interest Fund:** A funding option of a Plan pursuant to which contributions are held under one or more contracts or other funding vehicles which provide a fixed or variable rate of return or which are debt instruments, including this Contract and any other group annuity contract(s). All references to the Fixed Interest Fund in this Contract are to be construed as referring to the **Plan's Stable Value Fund**.
- 1.14. Guaranteed Interest Rate:** The rate specified as the Guaranteed Interest Rate in the Endorsement.
- 1.15. Joint Annuitant:** A person for whom an annuity is jointly purchased with the Annuitant and becomes the sole recipient of annuity payments upon surviving the death of the Annuitant.
- 1.16. Participant:** Any eligible individual who participates in a Plan.
- 1.17. Participant Directed Transfers:** A Withdrawal requested from the Fixed Interest Fund to another funding option of the Plan initiated by a Participant. Any Participant Directed Transfer initiated by a Participant at the direction of an employer will be deemed a Contractholder Directed Withdrawal.
- 1.18. Participating Trust:** A trust which invests its assets in the Fixed Interest Fund.
- 1.19. Plan:** The pension or profit sharing plan of a Participating Trust.
- 1.20. Plan Benefit Withdrawal:** A payment from the Deposit Account in order to pay a benefit as stated in the Plan.
- 1.21. Put Option Withdrawal:** A payment made as a result of a Participating Trust withdrawing from the Fixed Interest Fund.
- 1.22. United:** United of Omaha Life Insurance Company, Mutual of Omaha Plaza, Omaha, Nebraska 68175-0001.
- 1.23. Withdrawal:** A payment from the Deposit Account to the Contractholder or such party designated by the Contractholder.

ARTICLE II

INTEREST

2.01. Deposit Account

The Contract Amount will be credited to the Deposit Account and held as part of United's general assets. The balance of the Deposit Account as of any date will be equal to:

- A. the Contract Amount, plus
- B. interest credited to the Deposit Account, less
- C. any deductions or Withdrawals made under the provisions of ARTICLE III.

2.02. Interest

On each day (excluding February 29) throughout the Endorsement Term, United will credit interest on the balance in the Deposit Account at the Guaranteed Interest Rate. Interest on the balance in the Deposit Account will be compounded daily.

ARTICLE III

WITHDRAWALS

3.01. General

The Contractholder may direct that Withdrawals be made from the Deposit Account subject to the rules contained in this ARTICLE by providing United with written notification. Withdrawals may be made as Annuity Purchase Withdrawals, Plan Benefit Withdrawals, Participant Directed Transfers, transfers to duplicate contracts, Put Option Withdrawals or Contractholder Directed Withdrawals. Such Withdrawals will be paid by United to the Contractholder via wire transfer.

Annuity Purchase Withdrawals, Plan Benefit Withdrawals, and Participant Directed Transfers will be paid by United to the Contractholder within two (2) business days following United's receipt of the Contractholder's request for such Withdrawals, provided such request is received by United prior to 12:00 NOON (EST), or within two (2) business days of the date the verification, as provided for herein is made by United, whichever is the later date.

3.02. Withdrawals from the Fixed Interest Fund

The Contractholder certifies that the policies and practices of investing Plan funds held by the Fixed Interest Fund or of withdrawing funds from the Fixed Interest Fund will be administered as identified by ABC Fund Manager in the ABC Stable Fund Bid Specifications dated January 1, 2009.

The Contractholder shall exhaust any cash or money market instruments held in the Fixed Interest Fund prior to requesting the payment of a Plan Benefit Withdrawal, Participant Directed Transfer, transfer to a duplicate contract or Put Option Withdrawal.

The Contractholder agrees at all times throughout the Endorsement Term to maintain an amount at least equal to five percent (5%) of the assets held in the Fixed Interest Fund in cash or money market instruments .

The Contractholder agrees at all times throughout the Endorsement Term to maintain an amount at least equal to twenty percent (20%) of all assets held in the Fixed Interest Fund in instruments (including money market and floating rate instruments) which mature in each calendar year.

In the event the Contractholder fails to comply with the provisions in 3.02, the Contractholder agrees not to invest Fixed Interest Fund assets in Benefit Responsive Contracts until such time as the Contractholder is in compliance with 3.02. United reserves the right to withhold Withdrawals in the event the Contractholder fails to comply with the restrictions in 3.02.

In the event United determines there has been a change in the policies and/or practices of investing or withdrawing funds of the Fixed Interest Fund as provided above, a new Guaranteed Interest Rate, as mutually agreed upon by United and the Contractholder, will apply to the Deposit Account in lieu of the initial Guaranteed Interest Rate specified in the Endorsement, and will be effective from the date of such agreement to the end of the Endorsement Term. In the event that the Contractholder and United do not agree on a new Guaranteed Interest Rate within

sixty (60) days of receiving notice from United of such change in investment policies and practices and/or the order of withdrawal, United reserves the right to terminate this Contract and pay the Contractholder the amount provided in 3.07.

3.03. Prorata Withdrawal Determination

The amount of any Annuity Purchase Withdrawal, Plan Benefit Withdrawal, or Participant Directed Transfer to be made from the Deposit Account will be determined as follows:

- A. A fraction will be calculated having as its denominator the total assets of the Fixed Interest Fund (including any interest which has been earned or accrued but not yet credited to the Fixed Interest Fund) as certified to United by the Contractholder and determined as of the end of the month preceding the date the Withdrawal is to be made, and as its numerator the Deposit Account balance as of the end of the month preceding the date the Withdrawal is to be made.
- B. The product of the fraction determined in 3.03(A) and the amount of the requested Withdrawal from the Fixed Interest Fund will be the amount to be withdrawn from the applicable Deposit Account.

3.04. Plan Benefit Withdrawal

A Withdrawal which qualifies as a Plan Benefit Withdrawal may be made at any time from the Deposit Account. The amount of a Plan Benefit Withdrawal is limited, however, to the amount determined in 3.03. To qualify as a Plan Benefit Withdrawal, the Withdrawal must be paid on account of:

- A. the Participant's retirement, death, disability or other termination of employment,
- B. the Participant's attainment of age 59 1/2 subject to the Plan's limitations on in-service withdrawals,
- C. the Participant incurring a financial hardship as defined in the Plan and approved by the Plan administrator,
- D. a Participant Directed Transfer which qualifies under 3.05,
- E. a loan by the Plan to a Participant, subject to the Plan's limitations on Participant loans, or
- F. a Withdrawal by a Participant of his voluntary nondeductible contributions.

For purposes of 3.04(A), termination of employment by a Participant means either voluntary termination or involuntary termination (i.e. layoff, sale of a subsidiary, or plant closing) which requires a benefit payment to the Participant under the terms of the Plan. Termination of employment by a Participant is not deemed to have occurred if an employer is involved in a merger, acquisition, spinoff, consolidation or reorganization and the Participant continues to be employed by the employer or its successor.

After a Plan termination, payments will not qualify as Plan Benefit Withdrawals unless the payments otherwise qualify under paragraphs (A), (B), (C), (D), (E) or (F) of this Section.

3.05. Participant Directed Transfer

A Withdrawal by a Participant for the purpose of making a transfer to another investment option of the Plan is limited to the amount determined under 3.03. To qualify as a Participant Directed Transfer, the transfer must be made by the Participant in accordance with the provisions of the Plan to another funding option of the Plan.

A Participant Directed Transfer cannot be made from this Contract directly to a Competing Fund, nor can a Participant Directed Transfer be made after the Plan, under which the transfer is being made, has terminated. If the Participant Directed Transfer is to be made to a Competing Fund, the transferred amount must be held by the Plan trustee for a period of at least **ninety (90)** days in an Equity Investment Option of the Plan. If a Participant Directed Transfer is made from the Deposit Account directly to a Competing Fund, the Contractholder will be prohibited from investing Fixed Interest Fund assets in new Benefit Responsive Contracts from the date of receipt of written notice from United until such date that the amount improperly withdrawn has been deposited to the Deposit Account.

3.06. Annuity Purchase Withdrawal

The Contractholder may elect, prior to the expiration of the Endorsement Term, that all or part of a Plan Benefit Withdrawal be withdrawn and applied to purchase annuities under the terms of this Contract.

Such annuities will be of a form then customarily offered by United. The election must be made in writing and contain such information as United requires to effect such purchases, including satisfactory evidence of age. The date that annuities are purchased under this Contract will be as directed by the Contractholder.

The amount of an annuity purchased under this Contract will be determined by the applicable annuity purchase charge and the applicable annuity purchase rates then in effect under this Contract. The annuity purchase charges in effect under this Contract as of its Effective Date are **four hundred fifty dollars (\$450)** for the purchase of each immediate annuity and **two hundred fifty dollars (\$250)** for the purchase of each deferred annuity. The annuity purchase rates in effect under this Contract as of its Effective Date are as specified in TABLE A and TABLE B. If a state premium tax is payable, an amount equal to that tax will be added as part of the annuity purchase price.

United will withdraw from the Deposit Account, as of the annuity purchase date, the amount required to purchase the annuity. United guarantees payment of the annuity benefits to each individual for whom an annuity is purchased under this Contract, and will send to the Contractholder for delivery to the Annuitant a certificate describing the amount of benefit and the terms governing its payment. Withdrawals made for the purpose of purchasing annuities under this Contract will be limited to the amount determined in 3.03.

3.07. Contractholder Directed Withdrawal

Withdrawals other than Annuity Purchase Withdrawals, Participant Directed Transfers, Plan Benefit Withdrawals, transfers to duplicate contracts and Put Option Withdrawals that are made prior to the end of the Endorsement Term will be deemed Contractholder Directed Withdrawals and will be determined as follows:

- A. Calculate a sum equal to (i) the Contract Amount minus the Deposit, multiplied by (ii) a fraction, the numerator of which is the amount of the requested Contractholder Directed Withdrawal and the denominator of which is the Deposit Account balance as of the date of calculation.
- B. Multiply the amount in 3.07(A) by a fraction, the numerator of which is the number of days on the date of calculation which have passed in the Endorsement Term and the denominator of which is the total number of days in the Endorsement Term.
- C. Calculate a sum equal to (i) the amount of the Contractholder Directed Withdrawal, plus (ii) the amount calculated in 3.07(B).
- D. Project the amount determined in 3.07(C) forward to the end of the Endorsement Term using an interest rate equal to the Guaranteed Interest Rate.
- E. Discount the amount determined in 3.07(D) back to the date of Withdrawal using an interest rate equal to the greater of (1) or (2), below.
 1. The sum of (a) and (b), where:
 - (a) equals the yield to maturity as of the fifth (5th) business day prior to the stated Withdrawal date for a U.S. Treasury Note or Bond, as determined by United, (other than those issues which may be exercised at par value to satisfy Federal estate taxes) which has a maturity date closest to the expiration of the Endorsement Term, and
 - (b) equals two and one-half percent (2.5%).
 2. The Guaranteed Interest Rate.

The calculation will be made as of the fifth (5th) business day prior to the date the Withdrawal is to be made. United reserves the right to defer payment of a Contractholder Directed Withdrawal for a period not to exceed one hundred eighty (180) days from the date of receipt of written notice of such Withdrawal. The amount determined in 3.07(E) will be withdrawn from the Deposit Account balance and paid to the Contractholder by wire transfer.

3.08. Transfers to Duplicate Contracts

The Contractholder may direct United to make a Withdrawal from the Deposit Account for purposes of transferring the Withdrawal to a duplicate contract to be issued by United to a Participating Trust. A duplicate contract will be issued by United within sixty (60) days from the date that United receives all of the information required to issue the duplicate contract. The amount of the Withdrawal to be made from the Deposit Account will be determined as follows:

- A. A fraction will be calculated having as its denominator the total assets of the Fixed Interest Fund (including any interest which has been earned or accrued but not yet credited to the Fixed Interest Fund) as certified to United by the Contractholder as of the date the Withdrawal is to be made, and as its numerator the portion of such total assets of the Plan's Fixed Interest Fund (including any interest which has been earned or accrued but not yet credited to such portion of the Fixed Interest Fund) which are attributable to the Participating Trust for which the Withdrawal is requested as certified to United by the Contractholder.
- B. The product of the fraction determined in 3.08(A) multiplied by the Deposit Account balance. United will charge the Contractholder a **five hundred dollars (\$500)** fee for issuing a separate contract which may be paid separately by the Contractholder prior to the date of Withdrawal in lieu of reducing the amount withdrawn from the Contract.

The Guaranteed Interest Rate of the duplicate contract to be issued to the Participating Trust will be as agreed to in writing between United and the Contractholder prior to the date on which the Withdrawal is made. The provisions of the duplicate contract will otherwise be similar to the provisions of this Contract, except that such duplicate contract will not include the provisions of this 3.08.

3.09. Put Option Withdrawal

A Put Option Withdrawal will be made from this Contract in the event a Participating Trust withdraws funds from the Fixed Interest Fund, and will be limited as determined below. The Participating Trust will provide the Contractholder at least **twelve (12)** months prior written notice of the amount of the Withdrawal and the date on which the Withdrawal is to be paid and the Contractholder will provide United at least **twelve (12)** months prior written notice of the amount of the Withdrawal and the date on which the Withdrawal is to be paid. The amount of the Withdrawal to be made from the Deposit Account will be determined as follows:

- A. Multiply the amount of the Put Option Withdrawal by a fraction, the numerator of which is the Deposit Account balance as of the date of Withdrawal and the denominator of which is the total assets of the Fixed Interest Fund (including any interest which has been earned or accrued but not yet credited to the Fixed Interest Fund) as certified to United by the Contractholder as of the date of Withdrawal.
- B. Calculate a sum equal to (i) the Contract Amount, minus the Deposit, multiplied by (ii) a fraction, the numerator of which is the number of days remaining in the Endorsement Term and the denominator of which is the total number of days in the Endorsement Term.
- C. Multiply the sum calculated in 3.09(B) by a fraction, the numerator of which is the sum calculated in 3.09(A) and the denominator of which is the Deposit Account balance as of the date of Withdrawal.
- D. Subtract the amount determined in 3.09(C) from the amount determined in 3.09(A).

The amount determined in 3.09(D) will be withdrawn from the Deposit Account balance and paid to the Participating Trust by wire transfer.

3.10. Payout of Deposit Account

At the end of the Endorsement Term, the balance of the Deposit Account will be paid to the Contractholder or to such other entity as the Contractholder shall designate in writing.

The balance in the Deposit Account will be paid on the first business day immediately following the last day of the Endorsement Term. Such payment will be made via wire transfer or as otherwise requested by the Contractholder and agreed to by United prior to the date the payment is to be made.

No payment or Withdrawal will be made from the Deposit Account of an amount greater than the balance in the Deposit Account.

In the event the date on which this Contract terminates is not a business day, United will continue to credit interest on the Deposit Account at the Guaranteed Interest Rate until the next succeeding business day.

ARTICLE IV

GENERAL PROVISIONS

4.01. Amendment

This Contract may be amended at any time as to any of its provisions by the written agreement of United and the Contractholder without having to obtain the consent of any Participant, Beneficiary or Joint Annuitant and any such amendment will be binding and conclusive on each Participant, Beneficiary or Joint Annuitant.

Further, United reserves the unilateral right to make any amendment to this Contract which may be required to comply with Federal or State Law. Any such amendment may be made retroactive to the Effective Date of this Contract. United will send to the Contractholder written notice of any such amendment.

4.02. Termination of Contract

When the Deposit Account has a zero balance, this Contract will terminate in full satisfaction of United's obligations and liability hereunder, excepting its liability, if any, for annuities purchased under this Contract.

4.03. Entire Agreement

This Contract, the Endorsement and the application therefor shall constitute the entire agreement between the parties. No change or modification of any provisions of this Contract may be made except by agreement in writing signed by an officer of United, and United will not be bound by any promise or representation affecting this Contract made at any time by any person other than an officer of United.

4.04. Written Approval or Agreement

Whenever this Contract provides for the written approval or agreement by United, this will mean the written approval or agreement of an officer of United.

4.05. Ownership

The Contractholder is the owner of this Contract and all rights of ownership are vested in the Contractholder unless otherwise provided herein. No assignment of the Contract or of any benefit or privilege therein provided for will be valid, except that this Contract may be assigned by the Contractholder to another trustee of the Fixed Interest Fund, provided that such assignment does not alter the policies and practices of investing Plan funds as stated in 3.02 and United does not object within sixty (60) days of receiving notice of such assignment. All benefits will be exempt from the claims of creditors to the extent permitted by law.

4.06. Plan

United is not a party to the Plan, and its obligations and liabilities are limited to those arising from this Contract. All determinations under the Plan are verified by the Contractholder. United

will be entitled to rely conclusively on information furnished by the Contractholder whenever such determinations are made, and will not be responsible to see that any determination made by the Contractholder is authorized by the terms of the Plan.

4.07 Trust and Plan Status

The Contractholder certifies to United that now and in the future each Participating Trust of the Fixed Interest Fund shall be investing funds on behalf of a Plan which: (i) are qualified under Sections 401 and 501 of the Internal Revenue Code of 1986, as amended ("Code"), and for which such qualification has not been revoked or otherwise terminated; or (ii) are established pursuant to Code Section 457 and which are sponsored by a governmental unit (1) for the exclusive benefit of such governmental unit's employees or their beneficiaries, (2) to distribute principal and income of the Plan to such employees and beneficiaries, (3) under which no part of the principal or income of the Plan will be used for or diverted to any other purpose other than the exclusive benefit of such employees and beneficiaries prior to the satisfaction of all Plan liabilities to such employees and beneficiaries except that, solely to the extent necessary to retain qualification under Code Section 457, such assets will remain subject to the claims of the general creditors of the governmental unit, and (4) for which there is no funding by a Code Section 403(b) annuity contract.

The Contractholder, upon being advised or otherwise learning that the Plan of a Participating Trust has not been established or maintained as described above, will so notify United as soon thereafter as is practicable. In the event the Plan of a Participating Trust does not meet the above stated requirements, this Contract's prorata share of such Participating Trust's assets will be paid to the Contractholder as a Contractholder Directed Withdrawal.

In the event the Fixed Interest Fund is terminated, the Contractholder will make a Contractholder Directed Withdrawal of the balance remaining in the Deposit Account.

4.08. Misstatements

If any essential fact pertaining to the amount required to provide any benefit for a payee under this Contract has been omitted or misstated, the amount will be adjusted insofar as possible based on the true facts. Overpayment by United will be charged against any further payment to the payee under this Contract. If an underpayment has been made, United will make an adjustment to the person so entitled. United's liability will be limited to the amount of benefit that can be provided under the applicable Contract provisions on the basis of the true facts, however, if the Contractholder and United mutually agree, additional adjustments may also be made.

4.09. Verification

United reserves the right to audit the records of the Fixed Interest Fund at its own expense to verify the absence of any other funds from which Withdrawals could otherwise be made, to ensure that the investment policies and practices and the order of withdrawal provided in 3.02 are in effect, to ensure that Withdrawals are eligible under the provisions of ARTICLE III, and to verify the date(s) on which notification is provided for the purposes of making a Participant Directed Transfer, transfer to a duplicate contract or Put Option Withdrawal, as applicable.

4.10 Beneficiary

In the case of annuity benefits paid under this Contract, United will maintain records of any Beneficiary or Joint Annuitant to whom a benefit may be payable, and when required will make payment in accordance with the terms of the annuity certificate, and the designations contained therein.

4.11. Proof of Survival

United may require proof satisfactory to it that any payee entitled to annuity payments is living on the date any such payment is due. If such proof is not furnished, no further payments will be made until satisfactory proof is furnished.

4.12. Facility of Payment

If any payee under this Contract is a minor or is, in the judgment of United, otherwise legally incompetent or incapable of executing a valid receipt and discharge of any payment due him under this Contract, United may, unless and until claim is made by a duly appointed guardian or committee of such payee, make such payment, or any part of it, to any person or institution, then in the judgment of United, contributing toward, or providing for, the care and maintenance of such person. Such payment will completely discharge the liability of United with respect to the amount so paid, and United will not be obligated to see the application of the money so paid.

4.13. Currency

All sums payable under this Contract will be payable in the lawful currency of the United States of America.

4.14. Gender and Number

Whenever required by the context of this contract, the masculine includes the feminine, the singular the plural, and the plural the singular.

4.15. Notices

The Contractholder may present inquiries or obtain information about coverages or assistance in resolving complaints by calling 1-800-843-2455.

All notices provided for herein will be given by first class mail. Notices to the Contractholder will be addressed to the Contractholder's address as shown on United's records. Notices to United should be written or in such other form as agreed to by United and should be addressed as follows:

United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175
Attn: Retirement Plans Division

TABLE A**NONPARTICIPATING IMMEDIATE LIFE ANNUITY PURCHASE RATES**

The following annuity purchase rates provide for \$1.00 of monthly annuity payable for the remaining lifetime of the Annuitant. The Annuitant's age is determined as of the date of the annuity is purchased.

ANNUITANT'S AGE	PURCHASE RATES
	Unisex
55	\$202.13
56	198.50
57	194.78
58	190.96
59	187.05
60	183.08
61	179.03
62	174.93
63	170.77
64	166.54
65	162.28
66	157.99
67	153.70
68	149.38
69	145.06
70	140.74
71	136.41
72	132.03
73	127.61
74	123.12
75	118.60

The above rates are applicable only to annuities on the above form and at the ages shown. Rates for ages not shown or for annuities on other than the above form will be furnished upon request.

TABLE B**NONPARTICIPATING DEFERRED LIFE ANNUITY PURCHASE RATES**

The following annuity purchase rates provide for \$1.00 of monthly annuity payable beginning at age 65 and continuing for the remaining lifetime of the Annuitant. These purchase rates do not include a death benefit or cash values prior to the annuity commencement date at age 65. The Annuitant's age is determined as of the date the annuity is purchased.

ANNUITANT'S AGE	PURCHASE RATES
	Unisex
45	\$69.38
46	72.24
47	75.22
48	78.34
49	81.58
50	84.98
51	88.52
52	92.23
53	96.11
54	100.18
55	104.44
56	108.91
57	113.60
58	118.53
59	123.74
60	129.23
61	135.06
62	141.24
63	147.80
64	154.80

The above rates are applicable only to annuities on the above form and at the ages shown. Rates for ages not shown or for annuities on other than the above form will be furnished upon request.

**SINGLE DEPOSIT GROUP ANNUITY CONTRACT
UNITED OF OMAHA LIFE INSURANCE COMPANY**

ENDORSEMENT #1

MASTER CONTRACT # 10012

DEPOSIT ACCOUNT # 10012

EFFECTIVE DATE April 1, 2009

ENDORSEMENT TERM April 1, 2009 **through** March 31, 2014

DEPOSIT \$2,000,000

CONTRACT AMOUNT \$3,000,000

- (1) **Agreement:** This Endorsement is issued in consideration of the Contractholder's Application and Deposit received by United of Omaha Life Insurance Company ("United") on the Effective Date shown above. United will make the payments provided for in this Contract in accordance with the provisions of the Master Contract and this Endorsement which is hereby made a part of the Master Contract.
- (2) **Scope and Purpose:** This Endorsement will supplement the provisions of the Master Contract. In the event of a conflict between the provisions of this Endorsement and the provisions of the Master Contract, the Master Contract provisions will apply.
- (3) **Guaranteed Interest Rate:** The initial Guaranteed Interest Rate is 6.0% per annum, and guaranteed until the earlier of: (i) the end of the Endorsement Term or, if such day is not a business day, the next succeeding business day, (ii) the date on which United and the Contractholder mutually agree upon a new Guaranteed Interest Rate in accordance with the terms of the Contract, or (iii) the date the Contract is terminated.
- (4) **Records:** At the beginning of the Endorsement Term, United will provide to the Contractholder a fund accumulation schedule showing the projected balances of the Deposit Account as of the end of each month throughout the Endorsement Term. In the event a Withdrawal is made from the Deposit Account during the Endorsement Term, United will provide to the Contractholder a fund accumulation schedule showing the projected balances of the Deposit Account as of the end of each month from the date of the withdrawal to the end of the Endorsement Term.

United will also provide to the Contractholder an annual statement showing for the annual reporting period ending December 31st, the beginning Deposit Account balance, interest credited, Withdrawals made, expense charges deducted and the ending Deposit Account balance.



Mutual of Omaha

UNITED of OMAHA

Form 695-GAQC-08

Daniel P. Neary
Chairman of the Board and
Chief Executive Officer

Michael Huss
Corporate Secretary

Countersigned this 1st day of April, 2009 :

Trustees of the Stable Value Fund

(Contractholder)

By John Doe

(Name)

Vice President

APPLICATION

FOR

UNITED OF OMAHA LIFE INSURANCE COMPANY OMAHA, NEBRASKA

(herein called United)

SINGLE DEPOSIT GROUP ANNUITY CONTRACT

MASTER CONTRACT # [10000]

The applicant, _____, hereby makes application for a nonparticipating Single Deposit Group Annuity Contract. Issuance of such contract will be subject to approval of this application by the Company at its Home Office.

If this application is approved, a nonparticipating Single Deposit Group Annuity contract will be issued and the applicant's deposit of \$ _____ will be held under the terms of such contract. The effective date of the contract will be the date the deposit is received by the Company at its Home Office. In the event this application is not approved by the Company and a contract is not issued, the deposit will be refunded to the applicant.

The applicant, by signing this application the _____ day of _____, at _____, _____, _____ certifies that:

- A. a copy of the nonparticipating Single Deposit Group Annuity contract proposal (____) which includes an explanation of any charges, penalties, and adjustments has been received and reviewed; and
- B. the pooled trust to which this contract is being issued will only accept funds from plans which: (i) are qualified under Sections 401 and 501 of the Internal Revenue Code of 1986, as amended ("Code"), and for which such qualification has not been revoked or otherwise terminated; or (ii) are established pursuant to Code Section 457 and which are sponsored by a governmental unit (1) for the exclusive benefit of such governmental unit's employees or their beneficiaries, (2) to distribute principal and income of the Plan to such employees and beneficiaries, (3) under which no part of the principal or income of the Plan will be used for or diverted to any other purpose other than the exclusive benefit of such employees and beneficiaries prior to the satisfaction of all Plan liabilities to such employees and beneficiaries except that, solely to the extent necessary under Code Section 457, such assets will remain subject to the claims of the general creditors of the governmental unit, and (4) for which there is no funding by a Code Section 403(b) annuity contract. The applicant understands and acknowledges that United is relying on this certification in making its determination that the contract does not have to be registered under the federal securities laws, as amended.

By [(Contractholder or Contractholder's Representative)]

(typed or printed name)

(Title)

(Agent of Record)



Mutual of Omaha

UNITED of OMAHA

<i>SERFF Tracking Number:</i>	<i>UNTD-125941519</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United of Omaha Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41091</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A08G Group Annuities - Unallocated</i>	<i>Sub-TOI:</i>	<i>A08G.002 GIC</i>
<i>Product Name:</i>	<i>SDGA Group Annuity Contract, Endorsement & App</i>		
<i>Project Name/Number:</i>	<i>Equalizer/104-GAQC-08</i>		

Rate Information

Rate data does NOT apply to filing.